BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

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THE APPLICATION OF)	DUPLICATE OF THE E-FILED
BLC MANAGEMENT LLC D/B/A ANGLES)	COPY SUBMITTED TO THE
COMMUNICATION SOLUTIONS D/B/A)	COMMISSION IN ACCORDANCE
MEXICALL SOLUTIONS FOR A)	WITH ITS ELECTRONIC FILING
CERTIFICATE OF PUBLIC CONVENIENCE)	REQUIREMENTS
AND NECESSITY TO PROVIDE LOCAL)	
EXCHANGE AND INTEREXCHANGE)	
TELECOMMUNICATION SERVICES IN)	
SOUTH CAROLINA AND FOR FLEXIBLE)	
AND ALTERNATIVE REGULATION)	

BLC MANAGEMENT LLC d/b/a Angles Communication Solutions d/b/a Mexicall Solutions (hereinafter "Applicant"), respectfully requests that Public Service Commission of South Carolina ("Commission") grant Applicant authority pursuant to S.C. Code Annotated Section 58-9-280 and 26 S.C. Reg. 103-834 of the Commission's Regulations to provide resold local exchange and interexchange telecommunication services in South Carolina. In addition, Applicant requests that the Commission regulate its local telecommunication services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Pursuant to South Carolina Code Section 58-9-585 and the general regulatory authority of the Commission, Applicant also requests that the Commission regulate its business services, consumer card services, operator services, and private line service offerings in accordance with the principles and procedures established for relaxed regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C as modified by Order No. 2001-997 in Docket No. 2000-407-C. Applicant, for purposes of verification, and in evidence of its fitness to operate and the public need for its services, offers the following information in support of this Application:

Identification of the Applicant

- 1. Applicant maintains its headquarters at 11121 Highway 70, Suite 202, Arlington, TN 38002. Applicant is organized under the laws of the State of Tennessee. A copy of the Company's Articles of Organization is attached hereto as **Exhibit A.** Applicant has the authority to transact business within the State of South Carolina as a foreign limited liability company. A copy of the qualifying document is set forth in **Exhibit B** attached hereto.
 - 2. Correspondence regarding this Application should be directed to:

Bonnie Shealy, Esquire Robinson, McFadden & Moore, P.C. P.O. Box 944 Columbia, SC 29202 Telephone: (803) 779-8900 Facsimile: (803) 252-0724 bshealy@robinsonlaw.com

With copy to:

Patrick D. Crocker Early, Lennon, Crocker & Bartosiewicz, P.L.C. 900 Comerica Building Kalamazoo, Michigan 49007-4752 (269) 381-8844

Description of Applicant

- 3. Applicant seeks authority to provide resold local exchange and interexchange services throughout South Carolina to the extent authorized by the Commission and under the Telecommunications Act of 1996. Service offerings may include basic as well as non-basic services. Service will be provided twenty-four hours a day, seven days a week. The Applicant's services will be offered to business and residential customers.
 - 4. Applicant does not intend to provide 900 or 700 services.
 - 5. Applicant owns no transmission facilities. Applicant will offer service to its

subscribers using facilities of the communications networks of other facilities-based carriers and the local exchange telephone companies ("LECs").

- 6. Applicant has no plans at this time to construct any telecommunications transmission facilities of its own and seeks no construction authority by means of this Application. Applicant will operate as a reseller.
- 7. Applicant will abide by all rules governing telecommunications resellers which the Commission has promulgated or may promulgate in the future, unless application of such rules is specifically waived by the Commission.

Proposed Services

- 8. Applicant provides telecommunications services to primarily small and medium volume business and residential users. Applicant combines high quality transmission services with very competitive rates, flexible end user billing, professional customer service and excellent reporting to create a unique blend which meets the individualized needs of such customers.
- 9. Applicant intends to engage in "switchless" resale. Applicant will arrange for the traffic of underlying subscribers to be routed directly over the networks of Applicant's network providers.
- 10. Applicant is committed to the use of ethical sales practices. All distributors of its products must commit in writing to market Applicant's services in a professional manner, and to fairly and accurately portray Applicant's services and the charges for them.

Description and Fitness of Applicant

11. Applicant's officers have extensive managerial, financial and technical experience with which to execute the business plan described herein. Applicant's management personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual

and aggregate telecommunications experience. In support of Applicant's managerial and technical ability to provide the services for which authority is sought herein Applicant submits a description of the background and experience of its current management team as **Exhibit C.** Applicant has access to the capital and resources necessary to establish its capability to provide the services for which authority is requested herein. Applicant attaches recent financial statements as **Exhibit D.**

Public Interest Considerations

- Applicant's entry into the South Carolina marketplace is in the public interest because Applicant intends to make a uniquely attractive blend of service quality, network management and reporting, and low rates available. Namely, Applicant's offering ultimately will enable small and medium businesses in South Carolina to obtain services at rates which previously were available only to larger businesses.
- 13. In addition to the direct benefits delivered to the public by its services, Applicant's entry into the South Carolina marketplace will benefit the public indirectly by increasing the competitive pressure felt by existing carriers and spurring them to lower costs and improve services in response.
- 14. A decision by the Commission granting the Applicant authority to provide local and long distance telecommunication services described herein is in the public interest. Permitting the Applicant to provide services described in this Application will expand service options and increase competition in South Carolina without any adverse impact on the Commission's goals of universal service and affordable local and long distance service for individual customers. Approval will promote consumer choice by expanding the availability of innovative, high quality, reliable and competitively-priced telecommunication services. Approval is also likely to cause other local and long distance telecommunications providers to improve their existing services, become more

efficient and introduce service innovations of their own.

Requested Regulatory Treatment

15. In Docket Number 97-467-C, Order No. 98-165, the Commission approved flexible regulation for NewSouth Communications, LLC. This form of regulation included a rate structure, which incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local and long distance exchange carriers. Applicant submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the abovementioned docket. Applicant requests that its local exchange and interexchange service tariff filings be regulated under this form of flexible regulation.

16. In Docket No. 95-661-C, in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify relaxing the manner in which AT&T was regulated. Applicant submits that, as a potential competitor of AT&T in the market for providing telecommunications services, it should be subject to no regulatory constraints greater than those imposed on AT&T. Accordingly, Applicant requests that its interexchange business service offerings, consumer card services, operator services¹, and private line service offerings be regulated under this form of relaxed regulation.

Because of both the level of competition found by the Commission in Docket No. 95-661-C

¹ Excepting those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider. Operator surcharges and per-minute rates for this type of call were capped by Order No. 2001-997 dated November 8, 2001.

and the Commission's decision to permit AT&T greater rate flexibility, Applicant submits that it is critical to the continued development of a competitive market for telecommunications services that the Commission apply the relaxed regulation described in Order Nos. 95-1734 and 96-55 to Applicant's service offerings. Applicant seeks these relaxed and alternative forms of regulation in anticipation of its expansion of future service offerings to end user customers.

Illustrative Tariffs

Applicant intends to provide service in South Carolina pursuant to the terms and conditions outlined in the illustrative tariffs, which are attached for information as **Exhibit E.**Pursuant to the requirements set forth in S.C. Code Ann. 58-9-280(B)(5), that tariff includes a price list in connection with the local exchange and interexchange services to be provided by the Applicant. Upon execution of the necessary interconnection agreements, the Applicant will file an amended price list that includes specific rates for the services to be offered by the Applicant in South Carolina.

Waivers

- 17. Applicant requests that the Commission grant it the following waivers:
 - A. Applicant requests waiver of 26 S.C. Reg. 103-610, Location of Records and Reports. Applicant does not anticipate maintaining offices or personnel in the State of South Carolina. In the absence of such a waiver, Applicant would be compelled to assume added expense to maintain records and reports in South Carolina. Applicant avers that records and reports will be maintained at its headquarters office and will be made available to the Commission upon request, at no charge. The Commission will not be inconvenienced, and the public will not be exposed to any risk through the grant of this waiver request. Applicant understands that similar requests for

- waiver of R.103-610 are routinely granted by the Commission.
- B. Applicant requests a waiver of the Commission's requirement under 26 S.C.

 Regs. 103-631 that it be required to publish a local exchange directory.

 Applicant will make arrangements with the incumbent local exchange carriers

 ("LECs") whereby the names of its customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include Applicant's customer service number. These directories will be distributed to Applicant's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Applicant and the incumbent LECs, since there would be only one directory containing a universal listing of customer information. It would be an unnecessary burden on Applicant to require that it publish and distribute its own directory to all customers located within each exchange area. It is more efficient for Applicant to include its limited customer list in the existing directories of the incumbent LECs.
- C. Applicant also requests a waiver of any Commission policy that would require it to maintain its books under the Uniform System of Accounts ("USOA") method. The company currently uses Generally Accepted Accounting Principals ("GAAP") to maintain its books. Therefore, it would create a hardship to maintain a separate accounting system.

Conclusion

A decision by the Commission to grant the Applicant a Certificate of Public Convenience and Necessity is plainly in the public interest. Applicant will introduce new products and services at very competitive rates as well as enhance the competitiveness of the overall long distance market in South Carolina.

WHEREFORE, BLC MANAGEMENT LLC d/b/a Angles Communication Solutions d/b/a Mexicall Solutions, respectfully requests that this Commission grant it authority to transact the business of a reseller of local exchange and interexchange services within the State of South Carolina and that its request for flexible regulatory treatment be approved.

Dated this 2 day of //oven/bel, 2006.

Robinson, McFadden & Moore, P.C.

Bonnie Shealy

1901 Main Street, Suite 1200

Post Office Box 944

Columbia, South Carolina 29202

Telephone:

(803) 779-8900

Facsimile:

(803) 252-0724

bshealy@robinsonlaw.com

Attorneys for BLC MANAGEMENT LLC d/b/a Angles Communication Solutions d/b/a Mexicall Solutions

EXHIBIT A

Articles of Organization

Secretary of State Division of Business Services 312 Eighth Avenue North 6th Floor, William R. Snodgrass Tower Nashville, Tennessee 37243

DATE: 02/26/01 REQUEST NUMBER: 4131-0763 TELEPHONE CONTACT: (615) 741-2286 FILE DATE/TIME: 02/23/01 0917 EFFECTIVE DATE/TIME: 02/23/01 0917 CONTROL NUMBER: 0403943

TO: BLC MANAGEMENT LLC 3409 WRISTER COVE BARTLETT: TN 38135

RE:
- BLC MANAGEMENT LLC
- ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

CONGRATULATIONS UPON THE FORMATION OF THE LIMITED LIABILITY COMPANY IN THE STATE OF TENNESSEE WHICH IS EFFECTIVE AS INDICATED ABOVE.

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE LIMITED BEASTLITY COMPANY'S FISCAL YEAR, ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY COMPANY TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A LIMITED LIABILITY COMPANY HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

ON DATE: 02/23/01

RECEIVED:

8300.00

s0.00

TOTAL PAYMENT RECEIVED:

\$300.00

RMCMIPT NUMBER: 00002818142 ACCOUNT NUMBER: 00351522

3409 WRISTER COVE

BARTLETT, TN 38135-0000

FROM:

BRIAN COX

RILEY C. DARNELL SECRETARY OF STATE

00 ***



Bepartment of State
Corporations Section

Corporations Section
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

SS-4249 (Rav. 5/99)

ARTICLES OF ORGANIZATION (LIMITED LIABILITY COMPANY)

For Office Use Only				
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The undersigned acting as organizer(s) of a Limited Liability Company under the provisions of the Tennessee Limited Liability Company Act. § 48–205–101, adopts the following Articles of Organization.

craping company rect 2 m	6-205-101, adopts the lonowing Articles of Organization.	
1. The name of the Limite	ed Liability Company is:	
BLC Management LLC		
(NOTE: Pursuant to the	provisions of § 48-207-101, each limited Liability Company pany" or the abbreviation "LLC" or "L.L.C.")	y name must contain the words
The name and complete state of Tennessee is: Brian Cox	te address of the Limited Liability Company's initial register	ed agent and office located in the
(Name)		
3409 Wrister Cove	Bartlett, TN 38135	
(Street Address)	(Oty)	(State/Zip Code)
Shelby	•	
	ounty)	
3. List the name and com-	plete address of each organizer of this Limited Liability Co.	mpany.
Brian Cox	3409 Wrister Cove, Bartlett, TN 38135	
(Name)	(Include: Street Address, City, State and Zig	p Code)
Laura Cox	3409 Wrister Cove, Bartlett, TN 38135	-
(Name)	(Street Address, City, State and Zip Code)	
(Name)	(Street Address, City, State and Zip Code)	
4. The Limited Liability Corr	npany will be: (NOTE: PLEASE MARK APPLICABLE BOX)	
☐ Board Managed	Member Managed	
5. Number of members at	the date of filing two (2)	
6. If the document is not to	o be effective upon filling by the Secretary of State, the dela	ayed effective date and time is:
Date	, Time	(Not to exceed 90 days.)
7. The complete address 3409 Wrister Cove	of the Limited Liability Company's principal executive offic Bartlett, TN/ United States/ 38135	ce is:
(Street Address)	(City)	(State/Country/Zip Code)
8. Period of Duration: Inc	definite	
9. Other Provisions:		
w w ,	_	
C-1 45 0004	Barrolla	11)
Feb. 15, 2001	- Juan 13	
Signature Date	Signature (manager or member authoriged	i to sign by the Limited Liability Company)
President	Brian Cox	
Signer's Capacity	Name (typed or printed)	

state of Tennessee

Department of State

Corporate Filings 312 Eighth Avenue North

\$\$-4230 (Rev. 7/01)

APPLICATION FOR REGISTRATION **OFASSUMED** LIMITED LIABILITY COMPANY NAME

For Office Use Only

Nashville, TN 37243		
	207-101 (d) of the Tennessee Limited pany hereby submits this application:	Liability Company Act, the
The true name of the Limited Lie	ability Company is: BLC MANAG	rement LCC
2. The state or country of organiza	ation is: Tenurssee	
The Limited Liability Company is Company name.	ntends to transact business under an	assumed LimitedLiability
	company name the Limited Liability Communication Solution	, , ,
NOTE: The assumed Limited Liabili Tennessee Limited Liability	ity Company name must meet the requir Company Act.	rements of § 48-207-101 of the
Signature Date BWNER Signer's Capacity	Name of Limited Lial Signature Name (typed or print	on Cox
\$\$-4230 (Rev. 7/01)	Filing Fee: \$20.00	RDA 2458

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EXHIBIT B

Certificate of Authority to Transact Business

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

BLC MANAGEMENT LLC, A Limited Liability Company duly organized under the laws of the State of TENNESSEE, and issued a certificate of authority to transact business in South Carolina on May 30th, 2006, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 2nd day of June, 2006.

Mark Hammond, Secretary of State

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STATE OF SOUTH CAROLINA SECRETARY OF STATE

MAY 3 0 2006

APPLICATION FOR A CERTIFICATE OF AUTHORITY BY A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN SOUTH CAROLINA

SECRETARY OF STATE OF SOUTH CAROLIN

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

The name of the State or Country under whose law the company is organized is Tennessee					
The street address of the Limited Liability Company's principal office is 7850 Stage Hills Blvd., Suite 108					
Memphis	TN	38133			
City	State	Zip Code			
The address of the Limite	d Liability Company's current desi	ignated office in South Carolina is			
2 Office Park Court, Suite 103					
	Street Address				
Columbia	Street Address SC	29223			
City		29223 Zip Code			
City	SC States				
City The street address of the	SC State Limited Liability Company's initial	Zip Code			
City The street address of the Carolina is	SC State Limited Liability Company's initial	Zip Code			
City The street address of the Carolina is	SC State State Limited Liability Company's initial	Zip Code			
City The street address of the Carolina is 2 Office Park Court, Suite	SC State Limited Liability Company's initial 103 Street Address	Zip Code agent for service of process in South			
City The street address of the Carolina is 2 Office Park Court, Suite Columbia City	SC State Limited Liability Company's initial 103 Street Address SC State	Zip Code agent for service of process in South			
City The street address of the Carolina is 2 Office Park Court, Suite Columbia City	SC State Limited Liability Company's initial 103 Street Address SC State	Zip Code agent for service of process in South 29223 Zip Code			

060601-0016 FILED: 05/30/2006 BLC MANAGEMENT LLC

Filing Fee: \$110.00 ORIG

South Carolina Secretary of State

Mark Hammond

BLC	Management	LLC
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Name of Limited Liability Company

a.		Name	
		Business Address	
	City	State	Zip Code
b.	***	Name	
		Business Address	
	City	State	Zip Code
· [/]	Check this box if one or rethe company's debt and South Carolina Code of the c	nore members of the foreign limited liabil obligation under a provision similar to Sections, as amended.	ity company are to be liable for ction 33-44-303(c) of the 1976
	fay 17, 2006		Rillo

FILING INSTRUCTIONS

Name

- This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
- 2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
- If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
- This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State P.O. Box 11350 Columbia, SC 29211 Capacity

EXHIBIT C

Management Resumes

Brian Cox, President/CEO, LLC Member and Manager

Brian has successfully guided Angles through the turmoil and transitions of the CLEC industry over the last 3 years sticking to firm principles of efficient use of resources and customer service driven telecom products. Brian founded Angles in early 2001 to implement new internet and communication technologies. His philosophy of assembling an experienced and dedicated leadership team has proven to be extremely effective. Under Brian's leadership, Angles was awarded the Chamber of Commerce Rookie of the Year is on pace to hit \$4,000,000.00 in 2006. Prior to Angles, Brian served as an account executive for Lose Brothers Chemical, which was the regional distributor of Ortho Chemical. While he was there, he achieved the honor of having the highest increase in sales volume of any executive in the country 2 years in a row.

Danny Michael, Vice President

Danny has maintained positions of technology sales and management since 1996. His past expertise over the last decade lies mainly in an award winning sales background in wireless and landline telecom working with a full range of clients from Fortune 500 companies to local small business owners to individual retail based customers. Danny contains a full scale of qualities ranging from executive management, new sales prospecting and development, business administration, technical and telecom knowledge, and the strong ability to yield results. These qualities in conjunction with exceptional communication skills are what make Danny a clear asset and necessity to our companies' growth and overall success.

Robert Womack, CFO

Bob brings 19 years of accounting and bookkeeping experience to the Angles Team. Bob is a member of the Tennessee Society of Certified Public Accountants, the National Society of Accountants, and the Tennessee Association of Accountants, where he has served as state President and currently serves on the Board of Governors. He has also served the Memphis Chapter of the Tennessee Association of Accountants as a member of the Board of Governors for four years and is a past Chapter President. For the 2003-04 chapter year, Bob was honored by being selected as the chapter's "Accountant of the Year" and for the 2004-05 year as the state's "Outstanding Accountant of the Year."

Steve Watson, Executive Telecom Consultant

Steve started the first certified CLEC in Pensacola, FL. In business for 7 years, Steve pioneered the CLEC landscape and uses this valuable experience to consult Angles on data integrations and dispute/promotional management.

Kevin Murphy, Programmer

For 25 years, he has honed his skills in Systems Analysis and Development in both Telecom Back Office as well as Manufacturing systems. His analytical skills in system design, implementation expertise and billing platform knowledge are highly valued by Angles.

Chuck Campbell, Business Systems Manager

Chuck has more than 20 years of experience delivering a wide variety of back office and integrated communications solutions to cutting edge and world-class clients in the finance, telecom and e-business sectors.

Owen Vance, LLC Member and Manager

Angles will rely on the business management and ownership experience of LLC member and manager Owen Vance. Some of Owen's business dealings include purchasing Alexander Transfer Inc., an agent for Mayflower Transit, in 1988. This company is still thriving under his leadership. Owen also founded Vance and Richards Office Records Management in 1992. This company became extremely successful and was sold in 2003. Owen, like all 3 of our member/managers is also very involved in his church and giving back to the community.

Kevin Womack, LLC Member and Manager

Kevin currently serves as Memphis City President for First Bank. With over 17 years of banking experience, including Senior Vice President of Renasant Bank and Community Bank President of Bancorp South Bank, Kevin's management experience along with his knowledge of finance strategies and banking tools will be extremely useful to Angles' expansion.

Mark Foster, Regulatory Attorney and Legal Counsel

Mark has over 15 years of experience in public utility and tariff regulation. He has been board certified in administrative law by the Texas board of Legal Specialization and is former counsel to the Public Utility Commission of Texas. Mark is a founder and partner in the Law Firm of Foster and Malish.

David J. Johnson, Corporate Attorney

Mr. Johnson of Johnson, Grusin and Surprise, P.C. has over 35 years or experience as a practicing corporate attorney for companies such as American Airlines. Mr. Johnson will assist in all corporate contracts and legal matters.

Jon Olivares, Executive Telecom Consultant

Jon brings over 15 years of telecom experience to the Angles Team. He has extensive knowledge of Central Office Switching Platforms along with managing all aspects of a sales portfolio. In 2000, Jon was in charge of every aspect, both personnel and financial, of the Network Telephone start up in West Tennessee and North Mississippi. He served as the area market manager and spearheaded account growth from zero to five hundred accounts in six months. Before leaving to head up the Network Telephone start up, Jon was the major account director for XO. He was responsible for \$1.6 million personally and over \$6 million total in monthly billing. Prior to XO, Jon was regional sales director for mass markets with MCI.

EXHIBIT D

Financial Statements

11:30 AM 09/11/06

Accrual Basis

Angles Communication Solutions Balance Sheet

As of September 11, 2006

_	Sep 11, 06
ASSETS	
Current Assets	
Checking/Savings	
Bank - First Citizens	23,815.67
Cash in Bank-Renasant Bank	307.07
FC Bank Savings - 2032120	69,786.27
First Citizen's - 2033038	19,500.00
First Citizen's - 2136422	2,412.34
Total Checking/Savings	115,821.35
Accounts Receivable	
Accounts Receivable	3,487.02
Total Accounts Receivable	3,487.02
Other Current Assets	
Accounts Receivable-Bell Custs	206,056.39
CABS Clearing Account	82,937.00
Clearing Account	424.88
Employee Advances	133.69
Total Other Current Assets	289,551.96
Total Current Assets	408,860.33
Fixed Assets	
Accumulated Depreciation	-29,771.00
Automobiles and Trucks	51,065.00
Furniture and Fixtures	5,836.00 5,047.54
Office Equipment	
Total Fixed Assets	32,177.54
TOTAL ASSETS	441,037.87
LIABILITIES & EQUITY	
Liabliities	
Current Liabilities	
Credit Cards	
Capital One Visa	-7,171.03
Total Credit Cards	-7,171.03
Other Current Liabilities Payroll Liabilities	7,050.48
Total Other Current Liabilities	7,050.48
Total Current Liabilities	-120.55
Total Liabliities	-120.55
i vial Liau illues	-120.33

11:30 AM

09/11/06

Accrual Basis

Angles Communication Solutions Balance Sheet

As of September 11, 2006

	Sep 11, 06	
Equity Member Capitai Brian Cox Capitai Profit/Loss Apportionment	195,255.14 -220,495.61	
Total Brian Cox	-25,240.47	
Laura Cox Capitai Drawing Profit/Loss Apportionment	159,754.21 -71,475.74 -179,715.73	
Total Laura Cox	-91,437.26	
Member Capital - Other	75,000.00	
Total Member Capital	-41,6	377.73
Retained Earnings Net income	,	907.27 928.88
Total Equity	441,1	158.42
TOTAL LIABILITIES & EQUITY	441,0	37.87

11:28 AM 09/11/06 Accrual Basis

Angles Communication Solutions Profit & Loss

	Jan 1 - Sep 11, 06
Ordinary Income/Expense	
Income	
Media Saies	637.00
Sales	1,537.00
Telecommunications Services	1,810,890.53
Total income	1,813,064.53
Cost of Goods Sold	
Cost of Goods Soid	400.93
Equipment/Product for Resale	1,850.00
Media Division	
Talent_	310.00
Tape Transfer	68.00
Total Media Division	378.00
Telecomm Direct Costs	
After Hours Order Taking	9,152.83
Cellular Phone Service	11,883.43
Customer Contact Calls	1,495.00
Diai Up internet Service	12,312.56
Invoice Printing Long Distance Charges	8,959.12 127,662.14
Switching and Other Services	606,651.90
Telecom Software	10,483.76
Volcemaii Expense	94,290.57
Telecomm Direct Costs - Other	44,510.76
Total Telecomm Direct Costs	927,402.07
Total COGS	930,031.00
Gross Profit	883,033.53
Expense	
Advertising	
Newspaper	470.00
Signage	2,260.00
Advertising - Other	19,780.54
Total Advertising	22,510.54
Automobile Expense	6,848.22
Bank Service Charges	
Bank Overdraft Charges	0.00
Credit Card Acceptance Charges	3,556.85
Bank Service Charges - Other	215.32
Total Bank Service Charges	3,772.17

11:28 AM 09/11/06 Accrual Basis

Angles Communication Solutions Profit & Loss

	Jan 1 - Sep 11, 06
Bonus BUILDING LOAN Contributions	1,000.00 7,000.00 288.00
Credit Card Process Fees	24,093.99
Dial Up internet	10,353.10
Domain Name	574.80
DSL Service Dues and Subscriptions	8,326.85 27.31
Expansion Fee	3,450.00
Filing Fees	7,371.14
Guaranteed Payment to Partner	10,450.00
Independent Contractors	
Contract Labor	11,302.52
independent Contractors - Other	66,978.35
Total independent Contractors	78,280.87
insurance Disability insurance Health	2,116.18 7,683.39
insurance - Other	5,181.19
Total insurance	14,980.76
Interest Expense	
Finance Charge	13.17
Loan interest	3,933.89
Total Interest Expense	3,947.06
Licenses and Permits	10.00
Meals and Entertainment	1,651.38
Miscellaneous	-0.03
Office Supplies Bottled Water	188.54
General Supplies	12.454.12
Office Supplies - Other	1,421.97
Total Office Supplies	14,064.63
Payroll Expenses	
Commission Expense	13,053.47
Member Draws	2,083.33
Salaries and Wages	0.00
Payroli Expenses - Other	137,479.93
Total Payroll Expenses	152,616.73

11:28 AM 09/11/06 Accrual Basis

Angles Communication Solutions Profit & Loss

	Jan 1 - Sep 11, 06		
Postage and Delivery Express Courier Fed Ex Postage and Delivery - Other	200.78 527.05 5.078.13		
Total Postage and Delivery			
,	5,805.96		
Printing and Reproduction Professional Fees Accounting Consulting Legal Fees Professional Fees - Other	15,117.13 2,205.85 27,111.96 19,599.42 24,792.90		
Total Professional Fees	73,710.13		
Promotional t-shirt	405.00		
Total Promotional	405.00		
refund Rent Store	862.92 365.00		
Rent - Other	20,375.34		
Total Rent	20,740.34		
Repairs Building Repairs Repairs - Other	3,272.50 20.00		
Total Repairs	3,292.50		
Security Services Supplies Office	180.00 690.33		
Total Supplies	690.33		
Taxes Federal Local Other Taxes - Other	30.48 162.75 1,110.57 390.00		
Total Taxes	1,693.80		
Telecom Customer Refund Telephone	63.00		
Office Wireless Sprint	7.50 3,337.59		
Total Wirejess	3,337.59		

11:28 AM 09/11/06

Accrual Basis

Angles Communication Solutions Profit & Loss

	Jan 1 - Sep 11, 06	
Telephone - Other	1,660.02	
Total Telephone	5,005.11	
Travel & Ent Travel Travel & Ent - Other	203.72 641.56	
Total Travel & Ent	845.28	
Utilities Alarm Garbage Pickup Gas and Electric	80.00 287.15 2,585.96	
Total Utilities	2,953.11	
Web Hosting	624.60	
Total Expense	503,606.73	
Net Ordinary Income	379,426.80	
Other Income/Expense Other income Interest income Other Income Reimbursement	40.44 -2,635.22	
Total Other Income	-2,635.22	
Total Other Income	-2,594.78	
Other Expense Other Expenses reimbursment	830.87	
Total Other Expenses	830.87	
Uncleared/Unresolved Items	85,072.27	
Total Other Expense	85,903.14	
Net Other Income	-88,497.92	
Net Income	290,928.88	

EXHIBIT E

Tariff No. 1- Local Exchange Tariff

Tariff No. 2- Interexchange Tariff

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE SERVICE WITHIN THE STATE OF SOUTH CAROLINA

This tariff contains the description, regulations, and rates applicable to the furnishing of local exchange telecommunications services provided by BLC Management LLC d/b/a Angles Communication Solutions d/b/a Mexicall Solutions, within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's place of business.

Issued:

Effective:

Issued by:

Brian Cox, President and CEO

BLC Management LLC

d/b/a Angles Communication Solutions d/b/a Mexicall Solutions

11121 Highway 70, Suite 202

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Revision	Page	Revision
1	Original	26	Original
2	Original	27	Original
3	Original 28 On		
4	Original	29	Original
5	Original	30	Original
6	Original		C
7	Original		
8	Original		
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24	Original		
25	Original		

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SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

D	-	Deleted or discontinued material

I - Change resulting in a rate increase

M - Moved from another tariff location

N - New material

R - Change resulting in a rate reduction

T - Change in text only, no change in rate

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TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right hand comer of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current page version on file with the Commission. For example, 4'h Revised Page 4 cancels 3rd Revised Page 4.
- C. Paragraph Numbering Sequence There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example,
 - 2.
 - 2.1
 - 2.1.1
 - 2.1 .1.A.
 - 2.1.1 .A.1.
 - 2.1.1 .A.1 .(a)
- D. Check Sheet When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Cheek Sheet to find out if a particular page is the most current page on file with the Commission.

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange service by BLC Management LLC d/b/a Angles Communication Solutions d/b/a Mexicall Solutions, within the State of South Carolina and subject to the jurisdiction of the South Carolina Public Service Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a switching center or point of presence.

Advance Payment / Prepayment – Payment of all or part of a charge required before the start of service.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Carrier or Company - Whenever used in this tariff, "Carrier" or "Company" refers to BLC Management LLC d/b/a Angles Communication Solutions d/b/a Mexicall Solutions unless otherwise specified or clearly indicated by the context.

Commission - South Carolina Public Service Commission

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

End User – Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for the payment unless the charges for the services utilized are accepted and paid by another customer.

Exchange Access Line - The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

Extended Calling Area – the area outside the basic calling area. Calls to this area result in additional charges per call.

Holidays - The Company's holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ILEC - The incumbent Local Exchange Carrier

Individual Case Basis - A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA – A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 32-0192 for the provision and administration of communications services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Local Calling – A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Company (LEC) – A company that furnishes exchange telephone service.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Non-Recurring Charges – The one-time initial charges for services or facilities, including but not limited to charges for construction, installation or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. These calls may not be dialed.

Premises - All space in the same building occupied by a customer and all space occupied by the same customer in different buildings on continuous property.

Recurring Charges – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Residential Service – Residential Service is that service furnished to private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate or international services.

Service Commencement Date – The first day following the date on which the Company notified the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to the standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Service Order – The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Station-to-Station Calling - a service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator-station calls. These calls may not be dialed. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area.

The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

The Company is responsible only for the services provided under this tariff, and it assumes no responsibility for any service or facilities provided by any other entity.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service of facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

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SECTION 2 - RULES AND REGULATIONS

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The company shall not be liable for, and shall be fully indemnified and held or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act or omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS

2.5 Deposits

The Company does not collect customer deposits.

2.6 Advance Payments

The Company offers prepaid local exchange service, and therefore, all payments for service are made in advance. Customers will be provided with written notice that there is a five (5) day grace period for payment on account prior to service termination.

2.7 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.9 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) days of the date of the invoice. (Billing inquires may be made in writing or via telephone.) Adjustments to Customer's bills shall be made, to the extent circumstances exist, which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

The Company's billing practices will conform with R.103-623.

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SECTION 2 - RULES AND REGULATIONS

2.10 Late Payment Charge

Late payment charges will be assessed in accordance with 26 S.C. Reg. 103-622.2 which provides that a maximum of 1.5 % may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed.

2.11 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment of facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

2.13 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions in accordance with Commission rules:

- 2.13.1 For non-compliance with or violation of any State, municipal, or Federal law, Ordinance or regulation pertaining to telephone service.
- 2.13.2 For use of telephone service for any other property or purpose than that described in application.
- 2.13.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.13.4 For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is given before termination.

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SECTION 2 - RULES AND REGULATIONS

2.13 Refusal or Discontinuance by Company (continued)

- 2.13.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.13.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.13.7 Without notice in the event of tampering with equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's rights to challenge the termination by filing a formal complaint with the Commission.
- 2.13.8 Without notice in the event of unauthorized of fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to any an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.13.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.14 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

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SECTION 2 - RULES AND REGULATIONS

2.15 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein.

2.16 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.17 Returned Check Charge

A fee may be charged for each check returned for insufficient fund as set forth in this tariff.

2.18 Service Implementation

Absent a promotional offering, service implementation charges will apply to new service orders. The charge for new connect will be \$50.00 and conversion connect will be \$25.00. Orders to change existing service after initial installation will be \$35.00.

2.19 Reconnection Charge

The Company will charge a reconnection fee as set forth in this tariff.

2.20 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

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SECTION 2 - RULES AND REGULATIONS

2.21 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

2.22 Directory Listings

- 2.22.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.22.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 2.22.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.
- 2.22.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 2.22.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 2.22.6 Generally, the listed address is the location of the subscriber's residence.

2.23 Universal Emergency Telephone Number Service

2.23.1 This tariff does not provide for inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

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SECTION 2 - RULES AND REGULATIONS

2.23 Universal Emergency Telephone Number Service (continued)

- 2.23.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management system only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.23.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.23.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, tire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- 2.23.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party pr parties accessing 911 service hereunder, and which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 Local Service Areas

The Company will provide local exchange service throughout the BellSouth access areas.

3.2 Product Descriptions

3.2.1 Local Exchange Service

A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

- A. The Company's Local Telephone Service provides a Customer with the ability to:
 - place or receive calls to any calling Station in the local calling area, as defined herein;
 - access basic 911 Emergency Service; and
 - place or receive calls to 800/888/887 telephone numbers.

B. Local Line - Residence:

Local Line - Residence provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number, as well as access to the service.

Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use; in the study of a clergyman located in a church, in a college fraternity or sorority house, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

C. Business Exchange Line Service

Business Exchange Line Service provides a facility from a Customer's location to the Company's Central Office and gives the Customer the ability to complete local and long distance calls. This service provides Customer with unlimited local calling, including rotary/hunting service, at a flat monthly rate. Special rates are offered to customers who purchase this service in conjunction with the Company's Business long distance products. Options available with Business Exchange Line Service include Call Waiting, Call Forwarding, Three-way Calling and Speed Dialing, as well as Class Features. Installation charges apply.

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Issued by: Brian Cox, President and CEO

BLC Management LLC

d/b/a Angles Communication Solutions d/b/a Mexicall Solutions

11121 Highway 70, Suite 202

SECTION 3 – DESCRIPTION OF SERVICE

3.2 **Product Descriptions (continued)**

D. Standard Features: Each Local Line customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing

E. Optional Features: A Customer may order optional features at the rates specified in this tariff.

3.2.2 Directory Listings

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

3.2.3 Directory Assistance

Customers and users of the Company's services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator. Directory Assistance is provided at the per call charge specified in Section 4 of this tariff.

A credit will be given for calls to Directory Assistance when;

- 1. The Customer experiences poor transmission or is cut-off during the call,
- 2. The Customer is given an incorrect telephone number, or
- 3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company Business Office of the problem experienced.

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SECTION 3 – DESCRIPTION OF SERVICE

3.2 **Product Descriptions (continued)**

3.2.4 Optional Features

Caller ID - Deluxe (Caller ID Name and Number Delivery) With Anonymous Call Rejection or Without Anonymous Call Rejection

Caller ID – Deluxe permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized customer provided equipment. The feature also provides the name and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a directory name, depending on available call data.

Call Waiting - Basic

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

Three-Way Calling

Three-Way Calling permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original part for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to re-establish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

Call Return

Upon the activation of this feature, the customer will receive a voice announcement stating that Call Return has been accessed. In addition, the announcement will provide the Directory Number (DN) of the last incoming call. In some location, the date and time of receipt of the call will also be provided. The Call Return user will then be prompted to enter an additional digit to continue with the feature activation, or to hand up to abort the activation.

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SECTION 3 – DESCRIPTION OF SERVICE

3.2 Product Descriptions (continued)

If the last call originated from a telephone where delivery of the number was suppressed, either via a per call or per line blocking, that number will not be available for voicing—back and the call cannot be retuned by the Call Return customer. The Call Return user will receive a voice announcement stating that this service cannot be used to call the number.

Call Block

This feature provides the customer the ability to prevent incoming calls from up to six different telephone numbers. A screening list is created by the customer either by adding the last number associated with the line (incoming or outgoing), or by pre-selecting the telephone numbers to be blocked. When a call is placed to the customer's number from a number on the screening list, the caller received an announcement indicating that the party he is attempting to call does not wish to receive his call at this time. This feature will not work if the incoming call is from a telephone number in a multi-line hunt group unless the telephone number is the main telephone number in the hunt group, or is Telephone Number identified. This feature will not block calls from coin or cellular telephones or operator assisted call.

Call Forwarding Variable

This feature transfers incoming calls to another telephone number by dialing a code and the telephone number to which calls are to be transferred. Calls may be transferred to a toll point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. This feature is activated and deactivated by the enduser. Since the "forwarded to" number is not pre-selected, a service order is not required.

Call Forwarding Don't Answer - Basic

Call Forwarding Don't Answer automatically routes calls placed to the customer's number that are not answered within a designated number of rings to another pre-selected telephone number. Call Forwarding Don't Answer is programmed in the central office and works automatically. No feature activation is necessary. At the time Call Forwarding Don't Answer is ordered, the customer specifies the designated number of rings and the pre-selected telephone number to receive calls. If the telephone number the calls are to be forwarded to is busy, the caller will receive a busy tone.

Call Forwarding Busy Line - Basic

This feature permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

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SECTION 3 – DESCRIPTION OF SERVICE

3.2 Product Descriptions (continued)

Remote Access to Call Forwarding

Remote Access to Call Forwarding permits the end-user to automatically forward all incoming call to another telephone number, and to restore it to normal operation at his/her discretion. The end-user must dial an activation code along with the forward-to number to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to: (1) dial a special access number; (2) enter their seven-digit telephone number; and (3) enter a personal identification number prior to forwarding their calls.

3.6.5 Extended and Expanded Area Calling Services

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. The Company will mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services.

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SECTION 4 – CURRENT RATES

4.1 Flat Rate Residential Service

All Zones	Monthly recurring charge	
Package 1 Includes the following features: ⊗ Unlimited local calling ⊗ (Customer may qualify for \$10 Lifeline discount) ⊗ 100 minutes of LD	\$29.99	
Each additional line	\$29.99	
Package 2 Includes the following features: ⊗ Unlimited local calling ⊗ (Customer may qualify for \$10 Lifeline discount) ⊗ 100 minutes of LD ⊗ Features: Caller ID-Deluxe (with or without Anonymous Call Rejection) Call Waiting-Basic Three-Way Calling	\$39.99	
Each additional line	\$39.99	
Package 3 Includes the following features: Solution Unlimited local calling Solution Unlimited long distance Solution (Customer may qualify for \$10 Lifeline discount) Solution Features: Caller ID-Deluxe (with or without Anonymous Call Rejection) Call Waiting-Basic Three-Way Calling	\$49.99	
Each additional line	\$49.99	

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SECTION 4 – CURRENT RATES

Package 4 \$59.99 Includes the following features: ⊗ Unlimited local calling ⊗ Unlimited long distance ⊗ (Customer may qualify for \$10 Lifeline discount) ⊗ Features: Caller ID-Deluxe (with or without Anonymous Call Rejection) Call Waiting-Basic Three-Way Calling Call Return Call Block Call Forwarding Variable Call Forwarding Don't Answer-Basic Call Forwarding Busy Line-Basic Each additional line \$59.99 4.2 Flat Rate Residential Service with Internet Package 1 \$44.99 Includes the following features: ⊗ Unlimited local calling ⊗ (Customer may qualify for \$10 Lifeline discount) ⊗ 100 minutes of LD ⊗ Dial-up Internet Combo Each additional line \$44.99 Package 2 \$54.99 Includes the following features: ⊗ Unlimited local calling ⊗ (Customer may qualify for \$10 Lifeline discount) ⊗ 100 minutes of LD ⊗ Features: Caller ID-Deluxe (with or without Anonymous Call Rejection) Call Waiting-Basic Three-Way Calling Dial-up Internet Combo Each additional line \$54.99

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SECTION 4 - CURRENT RATES

Package 3 \$64.99

Includes the following features:

- ⊗ Unlimited local calling
- ⊗ Unlimited long distance
- ⊗ (Customer may qualify for \$10 Lifeline discount)
- ⊗ Features:

Caller ID-Deluxe

(with or without Anonymous Call Rejection)

Call Waiting-Basic Three-Way Calling

Each additional line

\$64.99

Package 4 \$74.99

Includes the following features:

- ⊗ Unlimited local calling
 - ⊗ Unlimited long distance
 - ⊗ (Customer may qualify for \$10 Lifeline discount)
 - ⊗ Features:

Caller ID-Deluxe

(with or without Anonymous Call Rejection)

Call Waiting-Basic

Three-Way Calling

Call Return

Call Block

Call Forwarding Variable

Call Forwarding Don't Answer-Basic

Call Forwarding Busy Line-Basic

Dial-up Internet Combo

Each additional line \$74.99

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SECTION 4 – CURRENT RATES

4.3 Flat Rate Business Service

Business Package

\$39.99

Includes the following features:

- ⊗ Unlimited local calling
- ⊗ Unlimited regional calling (LATA wide)
- ⊗ Features:

Free Hunting/Rollover

60 minutes FREE domestic long distance per account

Caller ID-Deluxe

(with or without Anonymous Call Rejection)

Call Waiting-Basic

Three-Way Calling

Call Return

Call Block

Call Forwarding Variable

Call Forwarding Don't Answer-Basic

Call Forwarding Busy Line-Basic

sixty (60) second increments

after the initial 60 free minutes

per minute

\$0.049

4.4 Non-Recurring Charges

a.	Returned Check Charge	\$25.00 per check
b.	Reconnection Charge	\$20.00 per occurrence
c.	Service Implementation Fee	\$20.00 one time charge
d.	Service Continuation Fee	\$10.00
e.	Directory Assistance	\$1.99 per call

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SECTION 5 - MAXIMUM RATES - RESIDENTIAL

Usage Rates - the following are the maximum usage charges which apply to residential calls. 5.1

Flat Rate Residential Service 5.2

All Zones	Monthly recurring charge	
Package 1 Includes the following features: ⊗ Unlimited local calling ⊗ (Customer may qualify for \$10 Lifeline discount) ⊗ 100 minutes of LD	\$59.98	
Each additional line	\$59.98	
Package 2 Includes the following features: Unlimited local calling (Customer may qualify for \$10 Lifeline discount) 100 minutes of LD Features: Caller ID-Deluxe (with or without Anonymous Call Rejection) Call Waiting-Basic Three-Way Calling	\$79.98	
Each additional line	\$79.98	
Package 3 Includes the following features: Unlimited local calling Unlimited long distance (Customer may qualify for \$10 Lifeline discount) Features: Caller ID-Deluxe (with or without Anonymous Call Rejection) Call Waiting-Basic Three-Way Calling	\$99.98	
Each additional line	\$99.98	

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SECTION 5 – MAXIMUM RATES - RESIDENTIAL

Package 4 \$119.98 Includes the following features: ⊗ Unlimited local calling ⊗ Unlimited long distance ⊗ (Customer may qualify for \$10 Lifeline discount) ⊗ Features: Caller ID-Deluxe (with or without Anonymous Call Rejection) Call Waiting-Basic Three-Way Calling Call Return Call Block Call Forwarding Variable Call Forwarding Don't Answer-Basic Call Forwarding Busy Line-Basic Each additional line \$119.98 Flat Rate Residential Service with Internet Package 1 \$89.98 Includes the following features: ♥ Unlimited local calling ⊗ (Customer may qualify for \$10 Lifeline discount) ⊗ 100 minutes of LD Each additional line \$89.98 Package 2 \$109.98 Includes the following features: ⊗ Unlimited local calling ⊗ (Customer may qualify for \$10 Lifeline discount) ⊗ 100 minutes of LD ⊗ Features: Caller ID-Deluxe (with or without Anonymous Call Rejection) Call Waiting-Basic Three-Way Calling Dial-up Internet Combo

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5.3

Effective:

\$109.98

Issued by:

Each additional line

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SECTION 5 – MAXIMUM RATES - RESIDENTIAL

Package 3

\$129.98

Includes the following features:

- ⊗ Unlimited local calling
- ⊗ Unlimited long distance
- ⊗ (Customer may qualify for \$10 Lifeline discount)
- ⊗ Features:

Caller ID-Deluxe (with or without Anonymous Call Rejection)

Call Waiting-Basic Three-Way Calling

Each additional line

\$129.98

\$149.98

Package 4

Includes the following features:

- ⊗ Unlimited local calling
 - ⊗ Unlimited long distance
 - ⊗ (Customer may qualify for \$10 Lifeline discount)
 - ⊗ Features:

Caller ID-Deluxe (with or without Anonymous Call Rejection)

Call Waiting-Basic

Three-Way Calling

Call Return

Call Block

Call Forwarding Variable

Call Forwarding Don't Answer-Basic

Call Forwarding Busy Line-Basic

Dial-up Internet Combo

Each additional line

\$149.98

5.4 Non-Recurring Charges

a.	Returned Check Charge	\$25.00 per check
b.	Reconnection Charge	\$20.00 per occurrence
c.	Service Implementation Fee	\$20.00 one time charge
d.	Service Continuation Fee	\$10.00
e.	Directory Assistance	\$1.99 per call

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SECTION 6 - SPECIAL SERVICE ARRANGEMENTS

6.1 Individual Case Basis Arrangements

Arrangements will not be developed on a case-by-case basis. The Company's rates that are listed in this tariff will not be changed for any Customer for any reason.

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SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of South Carolina by BLC MANAGEMENT LLC D/B/A ANGLES COMMUNICATION SOLUTIONS D/B/A MEXICALL SOLUTIONS. This tariff is on file with the South Carolina Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: BLC MANAGEMENT LLC D/B/A ANGLES COMMUNICATION SOLUTIONS D/B/A MEXICALL SOLUTIONS, 11121 Highway 70, Suite 202, Arlington, TN 38002.

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Effective:

Issued by:

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CHECK SHEET

The title page and pages 1-38 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	REVISION	SHEET	REVISION
1 2	Original Original	23 24	Original Original
3	Original	25	Original
4	Original	26	Original
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12	Original	34	Original
13	Original	35	Original
14	Original	36	Original
15	Original	37	Original
16	Original	38	Original
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18	Original		
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20	Original		
21	Original		
22	Original		

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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

Issued: Effective:

Issued by: Brian Cox, President and CEO

BLC Management LLC

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designed by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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Effective:

Issued by:

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APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate intraLATA and interLATA telecommunications Services within the State of South Carolina by BLC MANAGEMENT LLC D/B/A ANGLES COMMUNICATION SOLUTIONS D/B/A MEXICALL SOLUTIONS (hereinafter "Company").

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EXPLANATION OF SYMBOLS

í	(D)	To	signify	discontinued	material
١,	, ,	10	DIFFILL	WIDO OHITHIACA	TITTION

- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

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1. **DEFINITION OF TERMS**

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information that will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

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Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

South Carolina Public Service Commission

Company

BLC MANAGEMENT LLC D/B/A ANGLES COMMUNICATION SOLUTIONS D/B/A MEXICALL SOLUTIONS

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Effective:

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BLC Management LLC

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Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

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DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

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SC Public Service Commission Tariff No. 2 icall Solutions

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Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

<u>Kbps</u>

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

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ORS

South Carolina Office of Regulatory Staff (ORS)

Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route that in the absence of Customer-designated routing or temporary re-routing would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

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Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes.

<u>Service</u>

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the South Carolina Public Service Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band.

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2. RULES AND REGULATIONS

- 2.1. <u>Description and Limitations of Services</u>
- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that refuses to comply with the deposit requirements set forth in Section 2.8.3, (B) in circumstances in which violate any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists. The Company will comply with 26 S.C. Regs. 103-625 & 103-626 in regard to denying and discontinuing service.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
 - 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
 - 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. For business customers, service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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- 2.1.7. Service will be provided until canceled, by the Customer on reasonable notice, either oral or written. Business customers may be required to provide sufficient time for the Copamy to make proper arrangements for the administrative cancellation of the Customer's Service pursuant to the terms of the Customer's written agreement for service.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.
- 2.2. Other Terms and Conditions
- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company provided equipment in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer.
- 2.2.4. A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

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- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith if awarded by a state or federal court..
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

2.3. Liability

2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.

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- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a

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portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE **DELAYED** INSTALLATION OF THE COMPANY'S **FACILITIES** COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, **IMPLIED** INCLUDING WITHOUT LIMITATION WARRANTIES MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER IF AWARDED BY A STATE OR FEDERAL COURT.

- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00 as awarded by a state or federal court.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Cancellation for Cause by the Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, except for sums owing for 900 and 900-type service, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff. The Company agrees that any cancellation of service shall be in full compliance with all applicable rules and regulations of the Commission, including Commission Rules 103-622,625 and 626. Any conflicts that exist between these tariff provision and applicable Commission rules will be resolved in favor of the Rules, as interpreted by the Commission.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:
 - 2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);

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- 2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- 2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
- 2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used, excluding charges for 900 and 900-type services;
- 2.5.2.E. in the event of unauthorized use.
- 2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity. No charges will be levied by the Company for incomplete calls.

2.6. Credit Allowance

- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

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- 2.6.3. No credit shall be allowed:
 - 2.6.3.A. For failure of services or facilities of Customer; or
 - 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula: Credit = $\frac{A}{720}$ x B

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

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- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment Arrangements
- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. Any calls placed by fraudulent means should be investigated prior to the Company attempting to hold the customer responsible for such.
- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts pursuant to 26 S.C. Regs. 103-622.2 excluding amounts for 900 and 900-type calls and non-regulated items unless otherwise provided by law in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

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- 2.8.3. The Company may require from any customer or from any prospective customer, a deposit intended to guarantee payment of bills for service as outlined in 26 S.C. Regs. 103-261.
- 2.8.4. Disputes with respect to charges should be presented to the Company in writing within thirty days from the date the invoice is rendered. The time for submitting such disputes shall not exceed the applicable statute of limitations. Unresolved disputes may be filed with ORS:

Office of Regulatory Staff
Consumer Services Department
P.O. Box 11263
Columbia, SC 29201

Telephone number:

(803) 737-5230 1-800-922-1531 803-737-4750

Toll-Free number:

Fax number:

- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred if awarded by a state or federal court.
- 2.8.7. The Company does not require deposits from Customers, except as set forth in section 2.8.3, above.
- 2.9. Assignment
- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

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- 2.10. Tax and Fee Adjustments
- 2.10.1. All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.10.2. The Company may adjust its rates and charges or impose additional rates and charges on its customers in order to recover the amount it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, license fees or taxes, franchise fees, occupation taxes, the Universal Service Fund, the Primary Interexchange Carrier Charges, and compensation to payphone service providers for use of their payphones to access the Company's services.
- 2.11. Method for Calculation of Airline Mileage
- 2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

the square root of:
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

10

 $(5004-5987)^2 + (1406-3424)^2$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

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the square root of:

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2.12. Time of Day Rate Periods

2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY:

From 8:01 AM to 5:00 PM Monday - Friday

EVENING:

From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/WEEKEND:

From 11:01 PM to 8:00 AM Everyday From 8:01 AM to 11:00 PM Saturday From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

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3. DESCRIPTION OF SERVICES

- 3.1. Wide Area ("WATS") and Message ("MTS") Toll Services
- 3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customer's Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.
- 3.2. <u>Switched Inbound Service</u>
- 3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.
- 3.3. Switched Outbound Service
- 3.3.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.
- 3.4. Dedicated Inbound Service
- 3.4.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.
- 3.5. Dedicated Outbound Service
- 3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.
- 3.6. Calling Card Service
- 3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

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- 3.7. <u>Timing of Calls</u>
- 3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.
- 3.8. Minimum Call Completion Rate
- 3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

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- 4. <u>CURRENT RATES AND CHARGES</u>
- 4.1. Usage Rates
- 4.1.1. The following are the per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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4.2. Switched Inbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.05	\$0.05

4.3. Switched Outbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.05	\$0.05

4.4. <u>Dedicated Inbound Usage Rates</u>

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.05	\$0.05

4.5. <u>Dedicated Outbound Usage Rates</u>

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.05	\$0.05

4.6. Calling Card Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.05	\$0.05

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4.7. Non-recurring Charges

Customers will incur the following Non-recurring Charges:

a. Returned Check Charge

\$25.00 per check

b. Reconnection Charge

\$49.99 per occurrence

c. Service Implementation Fee

\$49.99 one time charge

d. Service Continuation Fee

\$10.00

e. Directory Assistance

\$1.99 per call

4.8. Special Promotional Offering

4.8.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.9. Emergency Calls

4.9.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.10. Payphone Use Service Charge

4.10.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$1.99.

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- 5. <u>MAXIMUM RATES- RESIDENTAL</u>
- 5.1. Usage Rates
- 5.1.1. The following are the maximum per minute usage charges which apply to residential calls.

 These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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5.2. Switched Inbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
A11	\$0.10	\$0.10

5.3. Switched Outbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.10	\$0.10

5.4. <u>Dedicated Inbound Usage Rates</u>

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.10	\$0.10

5.5. <u>Dedicated Outbound Usage Rates</u>

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.10	\$0.10

5.6. <u>Calling Card Usage Rates</u>

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.10	\$0.10

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5.7. Non-recurring Charges

Customers will incur the following Non-recurring Charges:

a. Returned Check Charge

\$25.00 per check

b. Reconnection Charge

\$49.99 per occurrence

c. Service Implementation Fee

\$49.99 one time charge

d. Service Continuation Fee

\$10.00

e. Directory Assistance

\$1.99 per call

5.8. Special Promotional Offering

5.8.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof. Special Promotional Offerings will be filed by letter with both the PSC and ORS and will not be a part of the body of the Company's Tariff.

5.9. Emergency Calls

5.9.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

5.10. Payphone Use Service Charge

5.10.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$1.99.

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6. MARKETING GUIDELINES

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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7. REGULATORY CONTACT PERSON

7.1 The person who the Commission and ORS should contact regarding regulatory matters is:

Ryan Wilson, Operations Manager 11121 Highway 70, Suite 202 Arlington, TN 38002

Telephone:

(901) 373-3103

Email:

rwilson@anglescs.com

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